

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DISTRICT**

**MAVERICK CAPITAL PARTNERS, LLC,**

**Plaintiff,**

**v.**

**AFFLUENCE CORPORATION**

**Defendant.**

**Case No.: 1:25-cv-6255**

**COMPLAINT**

Plaintiff Maverick Capital Partners, LLC (“**Maverick**”), by and through its undersigned counsel, hereby files this Complaint against Defendant Affluence Corporation (“**Affluence**” or “**Defendant**”). In furtherance of the same, Maverick respectfully states as follows:

**NATURE OF ACTION**

1. This action (“**Action**”) arises out of Defendant’s breach of two convertible promissory notes, the first note dated March 5, 2021, for a principal amount of \$300,000 (“**First Note**”); and the second note dated April 7, 2023, for the principal amount of \$190,000 (“**Second Note**”).

**THE PARTIES**

2. Maverick is a Delaware limited liability company that, at all times relevant to this Action, had its principal place of business in Broward County, Florida. None of Maverick’s members are citizens of Illinois or Colorado.

3. Defendant Affluence is a Colorado corporation that, at all times relevant to this Action, had its principal place of business at 1200 Harger Rd, Ste 500, Oak Brook, Illinois 60523.

### **JURISDICTION AND VENUE**

4. This Court has jurisdiction over this Action pursuant to 28 U.S.C. § 1332, in that there is diversity of citizenship between Maverick and Defendant, and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

5. Venue is proper in, and Defendant is subject to the personal jurisdiction of this Court, because it resides within the judicial district of the Court per 28 U.S. Code § 1391(b)(1).

### **ALLEGATIONS OF FACT**

6. Affluence is a publicly traded corporation listed on the OTC Markets exchange that specializes in communications, software and technology.

7. Affluence generally requires capital to fund its business and occasionally acquires capital by issuing convertible notes, otherwise known as debentures.

8. March 5, 2021, Affluence issued the First Note to Maverick for the purchase price of \$175,000.00 and the principal amount of \$300,000.00.

9. The First Note was a convertible note carrying an interest rate of 12% per annum, with a maturity date twelve (12) months from the date of issue.

10. The First Note had a default interest rate of 22% if the note was not repaid by the maturity date.

11. The principal of the First Note was convertible to shares of Affluence Stock at a rate of 65% of the market price of Affluence stock during the last 30 days.

12. Maverick paid Affluence \$175,000 by wire transfer from its account at City National Bank of Florida on March 5, 2021, to purchase the First Note.

13. Maverick converted \$137,866.85 of the First Note principal between April 7, 2023 and July 19, 2024 for shares.

14. Interest on the First Note has continued to accrue.

15. The balance remaining on the First Note is \$179,137.14.

16. April 7, 2023, Affluence issued the Second Note to Mavrick for the purchase price of \$150,000.00 and the principal amount of \$190,000.00.

17. The Second Note was a convertible note carrying an interest rate of 12% per annum, with a maturity date twelve (12) months from the date of issue.

18. The Second Note had a default interest rate of 22% if the note was not repaid by the maturity date.

19. The principal of the Second Note was convertible to shares of Affluence Stock at a rate of 65% of the market price of Affluence stock during the last 30 days.

20. Mavrick paid Affluence \$150,000 by wire transfer from its account at City National Bank of Florida on April 7, 2023, to purchase the Second Note.

21. Mavrick did not convert any of the principal of the Second Note.

22. The Second Note has continued to accrue interest.

23. On April 23, 2025, Mavrick contacted Affluence's stock transfer agent, Equiniti, by email with a notice of conversion and was informed that no stock issuance was possible because all issued shares had been reserved.

24. On March 7, 2023, Mavrick sent Affluence a demand for payment of the First Note.

25. Affluence has not paid the outstanding principal, accrued interest and penalties for the First Note.

26. Affluence has not paid the outstanding principal, accrued interest and penalties for the Second Note.

27. Each note includes a penalty provision of \$2,000 per day if stock is not delivered to Mavrick within two days of Mavrick's issuance of a notice of conversion.

28. Section 4.6 of each note contains a provision that states in pertinent part, “The prevailing party shall be entitled to recover from the other party its reasonable attorney’s fees and costs.”

## **CAUSES OF ACTION**

### **COUNT I**

#### **Breach of Contract of First Note**

27. Maverick repeats and re-alleges the allegations contained in paragraphs 1-28 as if fully set forth in this Count.

28. Defendant Affluence entered into a valid contract with Maverick upon the execution of the First Note.

29. Maverick performed all of the requisite obligations and duties required by the First Note.

30. However, by engaging in the conduct described herein, Defendant Affluence breached the terms of the First Note, including, but not limited to, failing to repay the required principal and interest on the Maturity Date.

31. As a result of the breaches, the First Note has become immediately due and payable.

32. Defendant Affluence has failed to pay the principal and interest due under the First Note.

33. As a direct and proximate result of Defendant Affluence’s breaches, Defendant Affluence has caused Maverick to suffer damages in an amount to be determined at trial.

### **COUNT II**

#### **Breach of Contract for Second Note**

34. Maverick repeats and re-alleges the allegations contained in paragraphs 1-28 as if fully set forth in this Count.

35. Defendant Affluence entered into a valid contract with Maverick upon the execution of the Second Note.

36. Maverick performed all of the requisite obligations and duties required by the Second Note.

37. However, by engaging in the conduct described herein, Defendant Affluence breached the terms of the Second Note, including, but not limited to, failing to repay the required principal and interest on the Maturity Date.

38. As a result of the breaches, the Second Note has become immediately due and payable.

39. Defendant Affluence has failed to pay the principal and interest due under the Second Note.

40. As a direct and proximate result of Defendant Affluence's breaches, Defendant Affluence has caused Maverick to suffer damages in an amount to be determined at trial.

**PRAYER FOR RELIEF**

WHEREFORE, Maverick, LLC respectfully requests that this Court enter a judgment in favor of Maverick, LLC and against Defendant:

- a. For actual damages in the amount of \$369,137.00;
- b. For interest and penalties in excess of \$82,000.00;
- c. For costs of suit;
- d. For Attorney's fees per the notes; and
- e. For such other legal or equitable relief as the Court deems just and proper.

Respectfully submitted,

Maverick Capital Partners, LLC

By: /s/ George W. Svoboda  
Attorney for Plaintiff

George W. Svoboda  
Atty #6220463  
The Law Office of George W. Svoboda  
P.O. Box 1299  
McHenry, IL 60051  
(224) 360-0696 – Phone  
Email: [george@georgesvobodalaw.com](mailto:george@georgesvobodalaw.com)